

From: Darrick Brown
To: 'microsoft.atr(a)usdoj.gov'
Date: 1/25/02 3:53pm
Subject: Against Microsoft Settlement

From:
Darrick Brown
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Redwood City CA 94062
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Dear Sir/Ma'am:

I work in the computer software industry and I strongly oppose the proposed settlement against Microsoft. The settlement is a step in the right direction, but it is severely inadequate in its reach and scope. I feel that it will insufficiently prohibit Microsoft from committing similar acts in the future, and the proposed settlement also does little to punish them for the acts of which they have been found guilty.

I urge you to find a comprehensive solution that will actually benefit individuals, restore competition to the computer software industry, punish Microsoft for their illegal past actions, and prohibit Microsoft from committing such actions in the future. The health and future of the computer and software industry depends heavily on this decision.

Sincerely,

Darrick Brown
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PS - I have included my specific thoughts below in the case where they may be helpful.

In Section III.A, the end of the second paragraph reads:

"Microsoft shall have no obligation to provide such a termination notice and opportunity to cure to any Covered OEM that has received two or more such notices during the term of its Windows Operating System Product license."

OEM licenses terms could stretch years, if not decades. This gives Microsoft too much room to exploit this. Section III.A does not give specific situations when Microsoft could issue termination notices. Microsoft could just issue notices for minor problems to get past this "two notice" minimum, at which point they could resume their practice of threatening OEM's with unannounced license terminations. This part of the proposal should be eliminated.

Section III.J reads:

"No provision of this Final Judgment shall:

1. Require Microsoft to document, disclose or license to third parties: (a) portions of APIs or Documentation or portions or layers of Communications Protocols the disclosure of which would compromise the security of [a particular installation or group of installations of] anti-piracy, anti-virus, software licensing, digital rights management, encryption or authentication systems, including without limitation, keys, authorization tokens or enforcement criteria..."

You may have noticed that Microsoft has recently changed their entire corporate focus to "security and trustworthy computing". Section III.J would allow Microsoft to easily circumvent the provisions in Section III.D (API disclosure) by claiming that it contains sensitive security related information. The API disclosure should be open across the board, including security and digital rights management functionality. If their security models were good, it shouldn't matter if other individuals/corporations see them. The security would work as apart of its design rather than its obscurity.

These are the largest flaws of the proposed settlement. These two flaws would cause little change to how Microsoft operates as it provides them ample opportunity to circumvent the major provisions within the proposal. Eliminating these two flaws would make the proposal much better, but it would still fail to properly punish them for the actions they have been found guilty and the proposal is still extremely weak in its enforcement of the provisions going forward.

Thank you for your time.

Sincerely,

Darrick Brown